



General Assembly

## ***Amendment***

***February Session, 2022***

**LCO No. 5606**



Offered by:

REP. WOOD K., 29<sup>th</sup> Dist.

REP. PAVALOCK-D'AMATO, 77<sup>th</sup> Dist.

REP. LEMAR, 96<sup>th</sup> Dist.

To: House Bill No. **5389**

File No. 300

Cal. No. 230

### ***"AN ACT CONCERNING INSURANCE."***

1     Strike everything after the enacting clause and substitute the  
2     following in lieu thereof:

3     "Section 1. (*Effective from passage*) Not later than January 1, 2023, the  
4     Insurance Department and the Office of Policy and Management, shall,  
5     within existing resources, prepare and submit a report, in accordance  
6     with the provisions of section 11-4a of the general statutes, to the joint  
7     standing committee of the General Assembly having cognizance of  
8     matters relating to insurance. Such report shall include an evaluation of  
9     the use of a captive insurance company to reduce premium rate  
10    increases for policyholders with long-term care insurance policies  
11    purchased through the Connecticut Partnership for Long-Term Care,  
12    and any other recommendations to reduce premium rate increases in  
13    partnership long-term care policies.

14    Sec. 2. Section 13b-127 of the 2022 supplement to the general statutes

15 is repealed and the following is substituted in lieu thereof (*Effective*  
16 *January 1, 2023*):

17 For the purposes of this section and sections 13b-127a to 13b-127l,  
18 inclusive, as amended by this act:

19 (1) "Peer-to-peer car sharing" means the authorized use of a [shared]  
20 vehicle [for a consideration] by a person other than the [shared vehicle]  
21 vehicle's owner through a peer-to-peer car sharing platform.

22 (2) "Peer-to-peer car sharing company" or "company" means [any  
23 person, corporation, limited partnership or other legal entity that is  
24 engaged in the business of operating a car sharing platform to enable  
25 peer-to-peer car sharing in this state. "Peer-to-peer car sharing  
26 company"] a car sharing platform that connects vehicle owners with  
27 drivers to enable the sharing of vehicles for financial consideration.  
28 "Peer-to-peer car sharing company" does not include any person  
29 licensed pursuant to section 14-15.

30 (3) "Car sharing platform" means a physical or electronic place,  
31 including, but not limited to, a store, a booth, an Internet web site, a  
32 catalog or a dedicated software application that allows a shared vehicle  
33 owner to make a shared vehicle available for peer-to-peer car sharing  
34 and connect a shared vehicle owner with a shared vehicle driver.

35 (4) "Car sharing agreement" means the terms and conditions  
36 applicable to a shared vehicle owner and a shared vehicle driver that  
37 govern the use of a shared vehicle through a peer-to-peer sharing  
38 platform. "Car sharing agreement" does not include any motor vehicle  
39 rental contracts.

40 (5) "Shared vehicle" means a vehicle that is available for sharing [on  
41 a] through a peer-to-peer car sharing platform. "Shared vehicle" does  
42 not include a passenger motor vehicle used for rental purposes by any  
43 person licensed pursuant to section 14-15.

44 (6) "Shared vehicle driver" means a person authorized by the shared

45 vehicle owner to drive the shared vehicle under a car sharing  
46 agreement. "Shared vehicle driver" does not include a lessee, as that  
47 term is used in section 14-15.

48 (7) "Shared vehicle owner" means the registered owner, or a person  
49 or entity designated by the registered owner, of a vehicle made available  
50 on a peer-to-peer car sharing platform. "Shared vehicle owner" does not  
51 include a person licensed or required to be licensed pursuant to section  
52 14-15.

53 (8) "Car sharing delivery period" means the period of time during  
54 which a shared vehicle is being delivered to the location of the car  
55 sharing start time, if applicable, as documented by the car sharing  
56 agreement.

57 (9) "Car sharing period" means the period of time that begins at the  
58 start of the car sharing delivery period or, if there is no car sharing  
59 delivery period, that begins at the car sharing start time, and ends at the  
60 car sharing termination time.

61 (10) "Car sharing start time" means the time when a shared vehicle  
62 driver takes possession and control of the shared vehicle at or after the  
63 time the reservation of a shared vehicle is scheduled to begin [pursuant  
64 to a car sharing agreement] as documented in the records of the peer-to-  
65 peer car sharing platform.

66 (11) "Car sharing termination time" means the earliest of the  
67 following events:

68 (A) The expiration of the agreed upon period of time established for  
69 the use of a shared vehicle according to the terms of the car sharing  
70 agreement if the shared vehicle is delivered to the location agreed upon  
71 in such agreement;

72 (B) When the shared vehicle is returned to a location as alternatively  
73 agreed upon by the shared vehicle owner and shared vehicle driver as  
74 communicated through a car sharing platform and incorporated into the

75 car sharing agreement; or

76 (C) When the shared vehicle owner or the shared vehicle owner's  
77 authorized designee takes possession and control of the shared vehicle.

78 Sec. 3. Section 13b-127a of the 2022 supplement to the general statutes  
79 is repealed and the following is substituted in lieu thereof (*Effective*  
80 *January 1, 2023*):

81 (a) Except as provided in subsection (b) of this section, a peer-to-peer  
82 car sharing company shall assume liability of a shared vehicle owner for  
83 bodily injury or property damage to third parties, or uninsured and  
84 underinsured motorist or personal injury protection losses, during the  
85 car sharing period in an amount stated in the peer-to-peer car sharing  
86 agreement, but not less than the minimum amounts required by  
87 subsection (a) of section 14-112.

88 (b) The assumption of liability under subsection (a) of this section  
89 shall not apply to any shared vehicle owner who: (1) Makes an  
90 intentional or fraudulent material misrepresentation or omission to the  
91 peer-to-peer car sharing company or on the car sharing platform before  
92 the car sharing period in which the liability arose; or (2) acts in concert  
93 with a shared vehicle driver who fails to return the shared vehicle  
94 pursuant to the car sharing agreement.

95 (c) The assumption of liability under subsection (a) of this section  
96 shall apply to bodily injury, property damage, uninsured and  
97 underinsured motorist or personal injury protection losses by damaged  
98 third parties, in accordance with section 14-112.

99 ~~[(c)]~~ (d) A peer-to-peer car sharing company shall ensure that, during  
100 each car sharing period, the shared vehicle owner and the shared vehicle  
101 driver are insured under an automobile liability insurance policy that:  
102 (1) Provides insurance coverage in amounts not less than the minimum  
103 amounts required by subsection (a) of section 14-112; and (2) recognizes  
104 that the shared vehicle insured under the policy is made available and  
105 used through a car sharing platform, or does not exclude the use of a

106 shared vehicle by a shared vehicle driver.

107     ~~[(d)]~~ (e) The coverage requirements of subsection ~~[(c)]~~ (d) of this  
108 section may be satisfied by an automobile liability insurance maintained  
109 by the shared vehicle owner, the shared vehicle driver, the peer-to-peer  
110 car sharing company or the shared vehicle owner, the shared vehicle  
111 driver and the peer-to-peer car sharing company.

112     ~~[(e)]~~ (f) The ~~[~~automobile liability insurance maintained pursuant to  
113 subsection (d) of this section shall assume primary liability for a claim:  
114 insurer, insurers or peer-to-peer car sharing company providing or  
115 maintaining coverage under subsection (d) or (e) of this section shall  
116 assume primary liability for a claim when:

117         (1) ~~[During each car sharing period;]~~ A dispute exists as to who was  
118 in control of the shared motor vehicle at the time of the loss and the peer-  
119 to-peer car sharing company does not have available, did not retain or  
120 fails to provide the information required by section 13b-127d; or

121         (2) ~~[When a dispute exists as to who was in control of the shared~~  
122 ~~vehicle at the time of the loss and the peer-to-peer car sharing company~~  
123 ~~does not have available, did not retain or fails to provide the information~~  
124 ~~required by section 13b-127d that relates to the claim; or]~~ A dispute  
125 exists as to whether the shared vehicle was returned to the alternatively  
126 agreed upon location as agreed to by the shared vehicle owner and the  
127 shared vehicle operator.

128         ~~[(3) When a dispute exists as to whether the shared vehicle was~~  
129 ~~returned to the alternatively agreed upon location as communicated~~  
130 ~~through the car sharing platform and incorporated into the car sharing~~  
131 ~~agreement.~~

132         (f) If a claim occurs during the car sharing period in another state with  
133 minimum financial responsibility requirements that are higher than the  
134 minimum amounts required by subsection (a) of section 14-112, the  
135 automobile liability insurance policy maintained pursuant to subsection  
136 (d) of this section shall provide coverage to satisfy the minimum

137 amounts required by the other state, up to the applicable policy limits.]

138 (g) The liability insurance described in subsection (e) of this section  
139 that satisfies the insurance requirement of subsection (d) of this section  
140 shall be primary during each car sharing period and in the event that a  
141 claim occurs in another state with minimum financial responsibility  
142 limits higher than those established in subsection (a) of section 14-112,  
143 during the car sharing period, the coverage maintained under  
144 subsection (e) of this section shall satisfy the difference in minimum  
145 coverage amounts, up to the applicable policy limits.

146 ~~[(g)]~~ (h) If an automobile liability insurance policy maintained by a  
147 shared vehicle owner or shared vehicle driver has lapsed or does not  
148 provide the coverage required pursuant to subsection ~~[(c)]~~ (d) of this  
149 section, the ~~[peer-to-peer car sharing company's automobile liability~~  
150 ~~insurance policy shall provide such coverage]~~ insurance maintained by  
151 a peer-to-peer car sharing company shall provide the coverage required  
152 by subsection (d) of this section, beginning with the first dollar of a  
153 claim, and ~~[the insurance company issuing such policy]~~ shall have the  
154 duty to defend a claim except under circumstances as set forth in  
155 subsection (b) of this section.

156 ~~[(h)]~~ (i) Coverage under an automobile insurance policy maintained  
157 by the peer-to-peer car sharing company shall not be contingent on  
158 another automobile insurance company first denying a claim, nor shall  
159 such other insurance company be required to first deny a claim.

160 ~~[(i)]~~ (j) Nothing in this section shall:

161 (1) Limit the liability of the peer-to-peer car sharing company for any  
162 act or omission of the company that results in bodily injury to any  
163 person as a result of the use of a shared vehicle through a car sharing  
164 platform; or

165 (2) Limit the ability of the peer-to-peer car sharing company to  
166 contract for indemnification from the shared vehicle owner or the  
167 shared vehicle driver for economic loss sustained by the company

168 resulting from a breach of the terms and conditions of the car sharing  
169 agreement.

170 Sec. 4. Section 13b-127c of the 2022 supplement to the general statutes  
171 is repealed and the following is substituted in lieu thereof (*Effective*  
172 *January 1, 2023*):

173 (a) An insurance company that offers automobile liability insurance  
174 coverage in this state may offer automobile liability insurance policies  
175 to individuals that exclude any or all coverage and the duty to defend  
176 or indemnify any claim afforded under a shared vehicle owner's  
177 automobile liability insurance policy. Such exclusions may include, but  
178 are not limited to: (1) Liability coverage for bodily injury and property  
179 damage; (2) personal injury protection coverage; (3) uninsured and  
180 underinsured motorist coverage; (4) medical payments coverage; (5)  
181 comprehensive physical damage coverage; or (6) collision physical  
182 damage coverage.

183 (b) Nothing in this section shall be construed to: (1) Invalidate or limit  
184 an exclusion contained in an automobile liability insurance policy,  
185 including any insurance policy that excludes coverage for motor  
186 vehicles made available for rent, sharing, hire or business use, or (2)  
187 invalidate, limit or restrict an insurance [company that offers]  
188 company's ability to offer automobile liability insurance coverage to  
189 underwrite, cancel or not renew any insurance policy. Nothing in this  
190 section shall be construed to invalidate, limit or restrict an insurer's  
191 ability to cancel and not renew policies.

192 Sec. 5. Section 13b-127e of the 2022 supplement to the general statutes  
193 is repealed and the following is substituted in lieu thereof (*Effective*  
194 *January 1, 2023*):

195 A peer-to-peer car sharing company and a shared vehicle owner shall  
196 be exempt from vicarious liability [in accordance] consistent with 49  
197 USC 30106, as amended from time to time, and under any state law or  
198 municipal ordinance that imposes liability solely based on vehicle  
199 ownership."

This act shall take effect as follows and shall amend the following sections:

Section 1	<i>from passage</i>	New section
Sec. 2	<i>January 1, 2023</i>	13b-127
Sec. 3	<i>January 1, 2023</i>	13b-127a
Sec. 4	<i>January 1, 2023</i>	13b-127c
Sec. 5	<i>January 1, 2023</i>	13b-127e